



**Order under Section 69 / 89  
Residential Tenancies Act, 2006**

**Citation:** Ottawa Community Housing Corporation v Sabourin, 2023 ONLTB 65629

**Date:** 2023-10-03

**File Number:** LTB-L-030003-23

**In the matter of:** 2108, 415 MACLAREN ST  
OTTAWA ON K2P2C8

**Between:** Ottawa Community Housing Corporation Landlord

**And**

Shanny Sabourin Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Shanny Sabourin (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property.

This application was heard by videoconference on September 19, 2023. The Landlord's legal representative Gabriel Cormier and agent Tom Kasouf attended the hearing. Susan Diggon, Ryan Jacobe and Shna Wondeyes appeared as witnesses for the Landlord.

As of 3:00pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice

3. On February 17, 2023 the Landlord served the Tenant with a N5 notice of termination with a termination date of March 17, 2023. The N5 notice alleges substantial interference with reasonable enjoyment and willful and/or negligent damages.
4. On May 27, 2022, August 5, 2022, December 2, 15 & 22, 2022 and on January 22, 2023, the Landlord received complaints from neighbouring residents of excessive noise consisting of loud music emanating from within the rental unit.
5. On January 30, 2023, the Landlord received noise complaint from another resident within the residential complex. The complaint alleged that a domestic dispute was occurring within the rental unit, which involved loud shouting and yelling from the Tenant and her guests.
6. On January 13, 2023 at approximately 11:05pm, the Tenant was seen on Landlord's CCTV surveillance camera slamming the front lobby door and kicking the glass insert panel of the door. The glass insert on the door was damaged and had to be replaced. The Landlord incurred costs in the amount of \$734.50. As of the hearing date, the Tenant has not reimbursed the Landlord for the costs of repairing and/or replacing the damaged property.
7. On February 20, 2023 the Landlord received another noise complaint from neighbouring resident advising that excessive noise consisting of loud music and yelling was emanating from within the rental unit.
8. Based on the uncontested evidence before the Board I am satisfied on a balance of probabilities that the Tenant has substantially interfered with the reasonable enjoyment of the Landlord and other residents within the residential complex and that the Tenant has wilfully and/or negligently caused undue damage to the residential complex.
9. I am also satisfied that the Tenant failed to void the N5 notice of termination pursuant to sections 62(3) and 64(3) of the *Residential Tenancies Act, 2006* (the Act). As the N5 notice was served on February 17, 2023, the Tenant was required to pay to the Landlord the reasonable costs to repair or replace the damaged property (\$734.50) on or before February 24, 2023 and to refrain from repeating the similar conduct (excessive noise) as set out in the N5 notice during this seven day period. The uncontested evidence before the Board suggests that the Tenant failed to pay to the Landlord the amount for damages

required to void the notice and that the Tenant repeated the similar offensive conduct plead on February 20, 2023 by allowing excessive noise to emanate from within the rental unit.

**N6 Notice:**

10. On February 17, 2023 the Landlord served the Tenant with an N6 notice of termination with a termination date of March 17, 2023. The notice alleges that the Tenant has committed an illegal act within the residential complex on two dates.
11. On September 3, 2022 at approximately 11:48pm and on November 18, 2022 at approximately 2:48am, the Tenant pulled the fire alarm inside the common areas of the residential complex. During both incidents, there was no fire within the residential building or the outside common areas. The
12. Based on the uncontested evidence before the Board I find that the Tenant has committed an illegal act of false alarm of fire within the residential complex pursuant to section 437 of the *Criminal Code (R.S.C., 1985, c. C-46)*.

**Relief from eviction:**

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. The Tenant was not present at the hearing to dispute the Landlord's evidence and was further not present to propose an alternative to eviction or to give evidence that the conduct would be corrected going forward. In the absence of such submissions by the Tenant, the Landlord's request for termination of tenancy will be granted.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before October 14, 2023.
2. If the unit is not vacated on or before October 14, 2023, then starting October 15, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after October 15, 2023.
4. The Tenant shall pay to the Landlord \$734.50, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. If the Tenant does not pay the Landlord the full amount owing on or before October 14, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 15, 2023 at 7.00% annually on the balance outstanding.

**October 3, 2023**

**Date Issued**

Fabio Quattrociochi

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,  
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on April 15, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.